

SERVICE CONTRACT PROVIDERS

Special Instructions:

Please identify the section(s) that applies to your forms

Identify the items listed by attachment as it pertains to your service contracts marketed, issued, sold, or offered for sale in this State.

(Attach on a separate sheet with this Application if necessary)

- ☐ Service contracts insured under a reimbursement insurance policy pursuant to Section 38-78-30(D)(1) shall contain a statement in substantially the following form: "Obligations of the provider under this service contract are insured under a service contract reimbursement insurance policy." The service contract shall also conspicuously state the name and address of the insurer.
- ☐ Service contracts not insured under a reimbursement insurance policy pursuant to Section 38-78-30(D)(1) of this chapter shall contain a statement in substantially the following form: "Obligations of the provider under this service contract are backed by the full faith and credit of the provider." A claim against the provider shall also include a claim for return of the unearned provider fee. The service contract shall also conspicuously state the name and address of the provider.

By Attachment Number #1 Service contracts marketed, issued, sold, offered for sale, made, proposed to be made, or administered in this State shall be written, printed, or typed in clear, understandable language that is easy to read and shall disclose the requirements in this section as applicable.

By Attachment Number #2 Service contracts shall identify any administrator, if different from the providers, the provider obligated to perform the service under the contract, the service contract seller, and the service contract holder to the extent that the name of the service contract holder has been furnished by the service contract holder. The identities of such parties are not required to be preprinted on the service contract and may be added to the service contract at the time of sale.

By Attachment Number #3 Service contracts shall conspicuously state the total purchase price and the terms under which the service contract is sold. The purchase price is not required to be preprinted on the service contract and may be negotiated at the time of sale with the service contract holder.

By Attachment Number #4 If prior approval of repair work is required, the service contracts shall conspicuously state the procedure for obtaining prior approval and for making a claim, including either a toll-free telephone number for claim service or a procedure for obtaining emergency repairs performed outside of normal business hours.

By Attachment Number #5 Service contracts shall conspicuously state the existence of any deductible amount, if applicable.

By Attachment Number #6 Service contracts shall specify the merchandise and services to be provided and any limitations, exceptions, or exclusions.

By Attachment Number #7 Service contracts covering automobiles shall state the conditions upon which the use of non original manufacturers' parts, or substitute service, may be allowed. Conditions stated shall comply with applicable state and federal laws.

By Attachment Number #8 Service contracts shall state any restrictions governing the transferability of the service contract, if applicable.

By Attachment Number #9 Service contracts shall state the terms, restrictions, or conditions governing cancellation of the service contract prior to the termination or expiration date of the service contract by either the provider or the service contract holder.

By Attachment Number #10 Service contracts shall set forth all of the obligations and duties of the service contract holder, such as the duty to protect against any further damage and any requirement to follow the owner's manual.

By Attachment Number #11 Service contracts shall clearly state whether or not the service contract provides for or excludes consequential damages or preexisting conditions, **(if applicable)**

By Attachment Number #12 Service contracts must disclose the right of the service contract holder to return the contract and receive a full refund pursuant to Section 38-78-30(F).